COLLECTIVE GAINING AGREEMENT

BETWEEN THE MANHATTAN EDUCATION ASSOCIATION

AND

THE BOARD OF TRUSTEES

SCHOOL DISTRICT #3

MANHATTAN, MONTANA

2026-2027

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REFERENCE INFORMATION

Reduction in Force (RIF) – refer to School District Policy 5256
Just Cause as defined by law

NOTE: Salary and Fringe Benefit provisions of this Agreement are contingent upon the successful passage of a mill levy to support it. If the mill levy fails, salary and fringe benefit provisions will be renegotiated.

AGREEMENT

This will be a one year agreement between the Board of Trustees, School District Number Three and High School District Number Three, Gallatin County, Manhattan, Montana hereinafter called the "Board", and the Manhattan Education Association, hereinafter called the "Association."

It is hereby agreed as follows:

ARTICLE 1

Recognition

1.1 Association Recognition

The Board hereby recognizes the Association as the exclusive representative for collective gaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

1.2 Teacher Definition

Unless otherwise indicated, the "Teacher" when used hereinafter in this Agreement shall refer to all employees in the appropriate unit.

1.3 Appropriate Unit Definition

The Appropriate Unit shall consist of all employees whose employment requires certification in Class 1, 2, 4, 5, 6, 7, or 8 as provided in Section 20-4-106, MCA, and the Administrative Rules of Montana. Speech language pathologists are included, and school nurses are excluded. The Appropriate Unit shall exclude all supervisory employees, e.g., the superintendent, principals, and assistant principals, as well as temporary employees whose duties do not extend beyond the ninety days in a calendar year, and all other employees.

ARTICLE II

Association Rights

2.1 Information
The Board agrees to furnish to the Association in response to requests, all reasonable information concerning the financial resources of the district, including financial reports and audits, and registers of certified personnel meetings. The providing of any additional information will be at the discretion of the Office of the Superintendent.

2.2 Meetings
The exclusive representative shall have the right to use available school buildings at reasonable hours for meetings. Scheduling shall be subject to the approval of the Office of the Superintendent in advance of the time and place of such meetings.

2.3 Association Business
Representatives of the Manhattan Education Association will be permitted to transact official Association business on school property, provided that this shall not disrupt normal school operations.

2.4 Association Use of School Equipment
The Association shall have the right to use, with permission from the Office of the Superintendent, school facilities and equipment including typewriters, duplicating equipment, computers, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the reasonable cost for all materials and supplies incident to such use.

2.5 Posting Notices
The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use district mail service and teacher mailboxes for communications to teachers. No material shall be placed in the teachers' mailboxes that can be construed to deal with participation in, or information about any strike, work stoppage, or work slowdown.

2.6 Exclusive Rights of Association
The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the Teachers, and to no other competing organization.

2.7 Association Leave
Four (4) workdays will be authorized for the attendance of Association officers and delegates to Association meetings. Allotment of the four (4) workdays may be made on the basis of the person for four (4) workdays or four (4) persons for one (1) workday, or other alternate proposals but not resulting in a total of more than four (4) days. The districts will not pay the necessary substitutes.

2.8 Notification of School Board Meetings

A copy of the letter sent to board members prior to all board meetings will at the same time be emailed to the local Association president.

ARTICLE III

Professional Fees and Dues: Payroll Deductions

3.1 Dues Deduction Authorized

A. The school district shall deduct from the salaries of teachers, such monies for the exclusive representative as said teachers individually authorize for the school district to so deduct. Commencing in September and each month thereafter, the school district shall deduct in equal installments the monies that the teacher has agreed to pay the exclusive representative during the period provided in the individual's authorization. New authorizations, when received by the school district during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contracted salary.

B. The secretary of the exclusive representative will certify to the school district the current rate of membership dues and the names of individuals who have joined the exclusive representative.

C. The school district shall transmit all deducted monies, along with a list of names for whom deductions are made to the secretary-treasurer of the exclusive representative on a monthly basis.

3.2 Other Payroll Deductions

Upon appropriate written authorization for the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, bonds, insurance, or any other plan or programs.

ARTICLE IV

Teacher Rights

4.1 Teacher Rights

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Laws or other state laws and regulations. However, this does not incorporate these laws and regulations into this contract.

ARTICLE V

Board Rights

5.1 Board Rights

The Association recognizes that the Board has final responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

ARTICLE VI

Grievance Procedure

6.1 Definitions

A. A grievance is defined as a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or application of written district policies, State Law, or terms of this negotiated agreement. Grievance of written district policies and state law may be grieved to Level III of the grievance procedures.

B. A grievant is a teacher, or group of teachers or the Association filing grievances.

C. A party in interest is the person, or group of persons, making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. Days mean teacher workdays, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

6.2 Rights to Representation

A. At least one Association representative can be present at proceedings at which the grievant needs to attend.

B. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Office of the Superintendent and the processing of such grievance shall be commenced at Level II. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor, and grievances involving the administrator above the building level, may be filed by the Association at Level II.

C. In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level II.

D. The Association on its own may continue to submit to the Board any grievance filed and later dropped by the grievant within fifteen (15) days of the time dropped by the grievant, provided that the grievance involves the application or interpretation of the Agreement.

6.3 Individual Rights

Nothing contained herein shall be construed as limiting the rights of any teacher having a complaint outside the Agreement to utilize the existing complaint procedure.

6.4 Procedure

Level I. The parties in interest acknowledge that it is usually most desirable for any employee and his immediately involved supervisor to resolve problems through free and normal communications. Within twenty (20) work days following the knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with

a written answer to the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level II. If the grievant is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within the ten (10) school days after presentation of the grievance, then the grievance may be referred to the Office of the Superintendent. The Office of the Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within ten (10) days of his receipt of the appeal. The parties in interest shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Office of the Superintendent will have ten (10) days to provide his written decision, together with the reasons for the decision to the Association.

Level III. If the grievance has not been satisfactorily resolved at the second level, the aggrieved teacher shall file within ten (10) school days of the Superintendent's written decision, a copy of the grievance with the School Board. Within ten (10) school days after such grievance is filed, the grievant and/or representative of the grievant as desired, the Superintendent of his designee, and the Board of its designated commit shall meet to resolve the grievance.

Level IV: If the Association is not satisfied with the disposition of the grievance by the Board, and if the grievance involves an unresolved and disputed interpretation in this Agreement, it may be submitted before an impartial arbitrator. Each party shall exercise its right to arbitration by giving the other party written notice of its intention to arbitrate within ten (10) days of the rendering of a decision at Level III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice of submission to arbitration, the superintendent and the exclusive representative will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Board of Personnel Appeals. If either party objects to the Board of Personnel Appeals lists, a request for an arbitrators list will be made to the American Arbitration Association and an arbitrator will be selected from that list.

The arbitrator selected will confer with the representative of the Board and the grievant and representative and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the submission of the final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the exclusive representative and will be final and binding upon the parties.

Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision shall be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest in arbitration.

6.5 Exception to Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution. It is understood that in order to be processed, the grievance would have to be filed prior to the expiration date of this Agreement.

6.6 Election of Remedy

Once the grievant has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this Article shall be forever waived.

6.7 Cooperation of Board, Administration and Association

The Board, Administration, and the Association will cooperate in investigation of any grievance, and will furnish such information as is required through mutual agreement for the processing of any grievance.

6.8 No Reprisals

No reprisals of any kind will be taken by the Board, administration or Association because of participation in the grievance procedure.

6.9 Personnel Files

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the evaluation files of the participants. (See appendix A for the Grievance Report Form.)

ARTICLE VII

Promotions, Vacancies, Transfers

7.1 Notice of Vacancies

Information regarding certified vacancies and new certified positions shall be publicized to the staff by emailing posting notices to all certified staff prior to advertisement. Where specific training experience or other qualifications are prerequisites for any position that is available, such conditions shall be stated in the job description.

7.2 Filling of Vacancies

Staff members may apply for any vacancy and shall be given consideration for the position if qualified.

ARTICLE VIII

Work Year

8.1 School Calendar

The scheduling of duty days shall be recommended to the Board each year by a joint committee comprised of staff, administration, and board members. The school calendar shall be determined prior to May 1 for the succeeding year.

8.2 Defined Duty Days

Teacher contract is 166 days. Contract days consist of 152 student contact days (or equal to, but not less than, 1080 hours) and 14 days of Pupil Instruction Related days, as defined by OPI. Any district required days, hours, or Curriculum Training sessions that go beyond the contracted 166 days (or equal hours) will default to the Extended Employment (12.3. A or B) Section of this same contract.

ARTICLE IX

Student Teacher Program

9.1 Supervising Teacher Program

A supervising teacher shall supervise only in his field of preparation. Any teacher may refuse the assignment of a student teacher. A supervising teacher shall hold a valid Montana teaching certificate.

9.2 Supervising Teacher - Cooperation

The supervising teacher and the Office of the Superintendent shall work directly with the college or university program coordinator, who shall assist in developing extensive opportunities for the student teacher to observe and practice the arts and skills of the teaching profession.

9.3 Supervising Teacher - Remuneration

Monies made available to the district by placing college or university students shall be paid to the supervising teacher.

9.4 Student Teachers - Use as Substitutes

Every effort shall be made not to use a student teacher as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university coordinator and the supervising teacher have mutually agreed that this experience is desirable.

ARTICLE X

Teacher Evaluation

10.1 Monitoring and Observation of Teacher

The formal evaluations of the work performance of a teacher shall be conducted openly by a representative of the Office of the Superintendent and with full knowledge of the teacher. Administration will notify tenured teachers by October 1st if they are to be evaluated that year. The evaluations will be completed by March 31st.

ARTICLE XI

Leaves

11.1 Discretionary Leave

A. All regularly employed Teachers shall receive twelve (12) discretionary leave days each school year. Part-time teachers will be granted pro-rated discretionary leave based upon their FTE.

B. The full amount of current year discretionary leave and accumulated sick leave will be in effect from the starting date of the contract.

C. Discretionary leave may be used for illness or personal business. Leaves of more than three (3) consecutive days for purposes of major life events other than illness shall be applied for through the Superintendent and approved by the Board of Trustees. When a Teacher has used all twelve (12) days of discretionary leave in one year, no further leaves for personal business will be granted unless applied for through the Superintendent and approved by the Board of Trustees.

D. Any portion of the Teacher's annual discretionary leave allotment that is unused will be credited to the Teacher as accumulated sick leave to be used for sick leave purposes the following school year. Sick leave is accumulative up to, but not beyond, one hundred five (105) days, in addition to the twelve (12) discretionary days granted each year.

E. The School District shall notify each Teacher in writing, at least annually, of the number of discretionary and sick days accrued.

F. All leaves granted under the provisions of this Section will be in units of full days or half days. Appropriate and non-habitual absences of 2/7 or less may not result in a loss of benefits. This determination will be made by the building administrator.

G. Teachers will be granted discretionary leave for personal business with pay during each school year upon written application to the principal.

1. Application for permission to take a leave for personal business under this Section shall be submitted to the principal at least five (5) working days before taking such leave, except in the case of emergency.
2. Discretionary leave for personal business may not be approved during periods of emergency when there is an unusual number of Teacher absences or when there is an inadequate supply of substitute teachers.
3. Discretionary leave may be used during the first and last week of the school year, with permission from the building principal.
4. If leave for personal business is approved and a Teacher has used all of his/her discretionary leave, salary deductions shall be made at a rate of 1/166 of the Teacher's salary.

H. Sick leave may be used for the following reasons:
   1. Parental leave immediately following the Teacher's child's birth or placement for adoption;
   2. Quarantine resulting from exposure to a contagious disease;
   3. Medical, dental or eye examination or treatment;
   4. Bereavement
   5. Care of or attendance to an immediate family member for medical reasons;
   6. Care of or attendance to significant others may be granted at the discretion of the School District for serious illness or injury to significant others, based on what is reasonable for each specific situation.

I. Sick leave days shall first be deducted from the annual discretionary leave. Sick leave days that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the Teacher.
   1. If a Teacher has used all of his/her accrued sick leave, salary deductions shall be made at a rate of 1/166 of the Teacher's salary for each day used beyond the accrued sick leave.

J. The School District may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Teacher will be so advised before he/she returns to school.

K. A Teacher may, at the Teacher's discretion, on an annual basis donate up to ten (10) days of his/her accumulated sick leave to the sick leave bank. A Teacher must have over 20 days in their accumulated sick to donate to the sick leave bank. A Teacher is eligible for the stipend in M. if they were at 105 days prior to donating to the sick leave bank and they meet the other conditions of unused discretionary leave. The total number of days in the bank shall be no more than sixty (60) days per school year. At the end of the final contract day donations will be accepted to restore the bank to sixty (60) days, provided no employee exceeds the annual maximum donation of ten (10) days.
   1. In the event a Teacher member has exhausted all sick leave due to an unavoidable, unexpected, and unplanned catastrophic illness or accident, he/she will be permitted to apply to a committee for additional sick leave, up to twenty (20) days per documented illness or accident. Elective or scheduled surgeries or short-term or normal conditions (e.g., uncomplicated pregnancies, common uncomplicated illnesses) generally do not qualify. The maximum number of additional sick leave days that can be used by a staff member in a school year is forty (40) days.
      a. The committee shall consist of the superintendent, a board member, and one member of the Manhattan Education Association.

L. When a Teacher resigns, retires, loses a position due to a reduction in force or nonrenewal without cause, or dies, the Teacher (or the Teacher's named beneficiary or estate) shall be entitled to a cash payment equaling one fifth (1/5) of the Teacher's accumulated sick leave and discretionary leave, based on the daily rate of 1/166 of the final year's teaching contract.

1. Teachers losing a position through a reduction in force may choose to either receive the cash payment previously specified, or have their unencumbered sick leave credit restored upon recall.
2. Teachers under contract for the upcoming school year will forfeit the accumulated leave payment if a resignation is received after July 1.
3. Teachers who choose to leave the district prior to the end of the school year, or are terminated by the district prior to the end of the school year are ineligible to receive accumulated leave pay.

M. Once a teacher has reached the maximum of one hundred five (105) days in their accumulated sick leave, the district will offer the following stipend for unused discretionary leave:

1. One (1) day used / Eleven (11) discretionary leave days remaining
   a. Five hundred dollar ($500) stipend paid in June
2. Two (2) days used / Ten (10) discretionary leave days remaining
   a. Two hundred fifty dollar ($250) stipend paid in June
3. The stipend will be prorated by the individual teacher's FTE.

11.2 Leave for Civic Duties

Teachers will be permitted to appear in court as witnesses or to serve on juries if subpoenaed and not excused. Their daily salary rate is to be continued while on jury duty, however, the stipend paid by the court will be deposited at the school business office. The teacher may keep monies remitted by the court for expenses or mileage allowance while performing jury duty.

11.3 Leave for Public Office

Leave without pay will be allowed for teachers elected to and serving in the legislative assemblies. Requests for such leave shall be made to the Office of the Superintendent allowing sufficient time to make arrangements for a substitute.

11.4 Extended Leave

Extended leave may be granted to teachers without salary for such reasons as death in family, extended family illness, or professional growth. The leave must be in writing and meet the Board of Trustees approval. A teacher returning from extended leave shall be restored to his or her teaching position without loss of seniority, status, or pay.

11.4.1 Extended Leave for Professional Growth

Extended leave for professional growth without salary may be granted to a tenured teacher. A letter requesting this leave must be to the superintendent no later than 7 days prior to a regularly scheduled monthly board meeting and no less than thirty (30) days prior to the first day of the leave. The leave must meet the approval of the Board of Trustees, and unless approved by the board, may not exceed twenty contracted days. The teacher returning from extended leave shall be

restored to his or her teaching position without loss of seniority, status, or placement on the salary schedule.

11.5 Accumulated Sick Days

Teachers shall be given a written accounting of accumulated sick leave days at least once a year. Individual teachers may request accumulated sick leave day's status throughout the year.

11.6 Sabbatical Leave

A. Any full-time teacher who has at least five (5) continuous years of service with the district shall be eligible for a sabbatical leave for up to one school year.

B. The leave shall be granted for a program of study or any other activity the board deems appropriate and advantageous to the district.

C. Application for this leave shall be submitted in writing by March 1 of the year in which the leave is to begin.

D. The school district shall pay the district share for continuing health insurance coverage for teachers who are involved in a program of study, approved by the School Board, during the year of their sabbatical.

E. Teachers shall return to the position which they left, or an equivalent one. There will be no loss of tenure or accrued sick leave during the year of the sabbatical. The teacher's movement on the salary schedule is limited as defined in 12.4(c).

F. One sabbatical leave will be available in each district each year.

11.7 Professional Leave for Special Education Teachers

A. At the end of each semester, the district will provide a substitute for one day for each certified special education teacher for paperwork purposes.

ARTICLE XII

Professional Compensation

12.1 Salary Schedule

The basic salaries of teachers covered in this Agreement are set forth in Article 13 that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

12.2 Recognition for Experience

The District shall grant up to ten (10) years of outside teaching experience.

12.3 Extended Employment

A. Teachers, in any given year, who may be additionally employed in a teaching capacity for more than their contract days shall be paid at the daily rate of 1/166 of their current year's contract salary.

B. The school district may employ teachers in any other capacity in addition to their school year contract on an as needed basis for curriculum work, grants, and special program development at an hourly rate equal to the salary step of BA with 2 years of experience.

12.4 Recognition for Additional Preparation

Any credits paid or reimbursed by the district will require Board approval.

A. A Bachelor's Degree in Education must have been attained before Credits for Advancement on the salary schedule will be accepted. (BA + 10, BA + 20, BA + 30, MA) Advancement on the salary schedule must conform to at least one of the following criteria:

1. Subject Matter Credits - For secondary teachers, subject matter credits are graduate credits in the Montana Certification Endorsement areas in which the teacher has been assigned instructional duties. For elementary teachers, subject matter credits are graduate credits in social studies, physical education, health, music, science, language arts, mathematics and art.
2. Education Credits - Education credits are graduate credits in Educational Administration, Education Counseling, Secondary Education, Elementary Education, and Education Foundations.
3. The B.A. Plus 10, B.A. Plus 20, and B.A. Plus 30 columns are a means for teachers to pursue educational offerings beyond the B.A. column. Committee approved undergraduate credits that will enhance the teacher's instructional abilities will be accepted for the B.A. Plus 10. Committee approved graduate credits that will enhance the teacher's instructional abilities will be the only credits accepted for the B.A. Plus 20 and B.A. Plus 30 column. Final analysis of the credits will be a function of the Credit Evaluation Committee.
4. Retroactive to the 2001-2002 school year, the school district at the discretion of the administration can approve non-graduate credit required for a teacher to become certified in a specific area because of school district needs. This provision will allow a teacher to advance beyond the BA Plus 10 using undergraduate credits.
5. Masters Degrees - Masters degrees are recognized provided the credits conform to Article 12.4 A.1 and/or Article 12.4 A.2 of this Agreement.

B. Credit Evaluation Committee:
   1. The Credit Evaluation Committee shall be composed of the superintendent and one teacher.
   2. The Credit Evaluation Committee will meet with teacher(s) planning graduate work to determine the course work acceptable for advancement on the salary schedule.
   3. All transcripts will be evaluated and acceptable graduate credits determined by the committee.
   4. The committee will recommend to advance or not advance a teacher on the salary schedule.
   5. A teacher may appeal this decision to the Board. The Board's decision shall be considered final.

C. A teacher must inform the superintendent in writing by March 1st of his/her intent to move from one column of preparation to another. This written notification must specify if the teacher is moving the maximum of two columns. The Lane Change Request Document will be provided by the Superintendent's Office in the Orientation Packet on the first PIR day of each school year.

D. A quarter is defined as fifteen (15) quarter hours of credit or ten (10) semester hours of credit. Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Office of the Superintendent not later than the 20th day of September. This documentation may be in the form of an official transcript, course grade slip, or advisor's letter.

E. Official transcripts must be provided to the superintendent before advancement on the salary schedule will become effective.

F. In moving from one preparation column to another, a person will move down one step for experience and can move a maximum of two preparation columns (i.e. a person with a BA with 5 years experience on obtaining additional preparation shall move to a maximum of a BA + 20 at the six year step.)
Employees in the shaded area of the salary schedule when moving from one preparation column to another, a person will move down one step for experience and can move a maximum of one preparation columns.

G. Article 12.4 cannot reduce the level of attainment presently allowed to any teacher.

H. Teachers holding current National Board Certification will receive an additional $1000 stipend.

I. Teachers with a doctorate will receive a $2500 per year stipend.

J. Beginning with the 2009-2010 school year, Certified Staff members may begin to complete graduate level coursework beyond a Master's degree. No coursework completed prior to the 2009-2010 school year may be used. Upon the completion of approved 15 graduate semester hours, the Certified Staff member will receive an additional $500.00 stipend annually. All requirements, criteria, and analysis established in 12.4 – A, B, and C will be utilized in 12.4-J.

K. Beginning with the 2009-2010 school year, Certified Staff members may begin to complete graduate level coursework that will lead to a new endorsement area. No coursework completed prior to the 2009-2010 school year may be used. Upon the completion of an approved new endorsement area, the Certified Staff member will receive an additional $200.00 stipend annually per endorsement(s) plus $500.00

annual stipend as referenced in J above, for the approved 15 graduate semester hours earned toward the endorsement(s). All requirements, criteria, and analysis established in 12.4 – A, B, and C will be utilized in 12.4 – K.

12.5 Pay Periods

A. Each teacher may elect to receive his/her contract salary in 10 or 12 payments.

B. Payroll checks shall be issued on the 15th day of each month. If the 15th falls on a day when school is not in session, teachers shall receive their payroll checks on the last previous date that school was in session.

12.6 Mileage Allowance

Teachers required, in the course of their work, to drive personal automobiles for field trips or other school or district business, shall receive a car allowance equal to the state rate. Liability coverage shall be provided under the district's blanket liability insurance program once the individual teacher's insurance liability coverage has been exhausted.

12.7 Attainment Level

The structure of the immediate successor salary schedule shall remain on attainment level 4.

12.8 Teacher Base Pay – SB 252 STARS (Student and Teacher Advancement for Results and Success) ACT

The "teacher base pay" for the district is the pay specified for a beginning teacher under the terms of this agreement and is set to coincide with the definition of "teacher base pay" in SB 252 STARS Act.

A. Any cell in the salary matrix that is below either: a. Eleven (11) times the Quality Educator and Qualified Staff payment amount provided in 20-9-306, MCA, or b. The following percentage of teacher average pay in a prior fiscal year, as defined in 20-9-324, MCA, shall be automatically adjusted upward to the higher of the two amounts.

- In fiscal year 2026, not less than 62%;
- In fiscal year 2027, not less than 64%;
- In fiscal year 2028, not less than 66%;
- In fiscal year 2029, not less than 68%; and
- In fiscal year 2030 and succeeding fiscal years, not less than 70%.

B. Additionally, the district is authorized to and shall ensure that "teacher base pay", as defined in 20-9-324, MCA, is at least the amount necessary to meet the legislative goals for teacher base pay, in accordance with the provisions of 20-9-324.

C. Any cell in the matrix with a pay specified that is lower than the amount above is unused for the purpose of establishing the lowest salary for a beginning teacher under the terms of this agreement and remains in the agreement for the sole purpose of indexing stipends and/or pay of teachers whose placement is higher than the minimum pay specified in SB 252 STARS Act.

ARTICLE XIII

2026-2027
BASE SALARY: 36,040

STEP	BA	BA+10	BA+20	BA+30	MA
0	36,040*	37,266*	38,527*	39,446*	40,383*
1	37,482*	38,852*	40,221*	41,248*	42,275*
2	38,924*	40,437*	41,915*	43,050	44,168
3	40,365*	42,023*	43,609	44,852	46,060
4	41,807*	43,609	45,303	46,654	47,952
5	43,248	45,195	46,997	48,456	49,844
6	44,690	46,780	48,691	50,258	51,736
7	46,132	48,366	50,384	52,060	53,628
8	46,132	49,952	52,078	53,862	55,520
9	46,132	51,538	53,772	55,664	57,412
10	46,132	51,538	55,466	57,466	59,304
11	46,132	51,538	57,160	59,268	61,196
12		51,538	57,160	61,070	63,089
13			57,160	62,872	64,981
14				62,872	66,873
15					68,765
16					70,657

Longevity: Teachers with 24 plus years of experience in the district and a masters degree will receive longevity pay of $500.

* A teacher entering the Manhattan School System will be placed in their proper lane (BA, BA+10, BA+20, BA+30, MA) but will not be paid less than the minimum pay specified in SB 252 STARS Act. **In fiscal year 2026-2027, the minimum pay specified in SB 252 STARS Act is $42,856**.

** It should be noted that the B.A. Plus 30 column is not at a level four attainment level.

MANHATTAN PUBLIC SCHOOLS

EXTRA-DUTY SCHEDULE

		2026-2027
AP INSTRUCTOR		$606
VOCATIONAL ED - BUSINESS		$356
VOCATIONAL ED – IND. ARTS		$356
VOCATIONAL ED – FCS		$356
SCHOOL PLAY		$951
CLASS SPONSORSHIP-each Advisor		
	JUNIOR HIGH	$250 static
	FRESHMEN	$257
	SOPHOMORES	$257
	JUNIORS	$424
	SENIORS	$339
MUSIC INSTRUMENTAL		$4,736
MUSIC CHORAL		$951
NATIONAL HONOR SOCIETY		$339
STUDENT COUNCIL		$506
BPA		$951
FCCLA		$951
SkillsUSA		$951
GRADUATION COORDINATOR		$500 static
MTSS	CAP OF $400/YR	$20/HR

*Extra Duty: In addition to regular school hours
*Management, which includes number of positions and status of whether to maintain the position, is an administrative function.

EXTRA-CURRICULAR SALARIES	Base	$36,040
Position	% of base salary	2026-2027
Tier 1 - (High School) Football, Volleyball, Basketball		
Head Coach	14%	$5,046
Assistant Coach(es)	10%	$3,605
Tier 2 - (High School) Cross Country, Fall Cheerleading, Winter Cheerleading, Speech & Drama, Track, Golf, Wrestling, Softball		
Head Coach	12%	$4,326
Assistant Coach(es)	8%	$2,884
Tier 3 - All Junior High Sports		
Head Coach	7%	$2,523
Assistant Coach	5%	$1,803
Tier 4 - All Elementary Sports K-6 (upon prior approval)		
Coach	2%	$721
*Administration will determine the number of coaches based on the number of participants.	*Extra-curricular salary schedule will be evaluated if season length changes.	

EXTENDED SEASON STIPEND

1. Each head coach of an activity in which his/her team is required to qualify for postseason participation will receive $150 per tournament, meet or playoff game beyond the first qualifying tournament, meet or game. Each assistant coach will receive $75 per tournament, meet, or playoff game beyond the first qualifying event to attend all practice sessions and games.
2. The band instructor and cheerleading coach will receive $65 per tournament or game of postseason play beyond the regular season/district tournament that warrants no overnight stay; $150 with a warranted overnight stay. The assistant cheerleading coach will receive $32.50 per tournament or game of postseason play beyond the regular season/district tournament that warrants no overnight stay; $75 with a warranted overnight stay.
3. Teacher advisors that attend summer student conferences for student organizations will receive $100 per day outside of contracted days for travel and competition days.

LONGEVITY INCENTIVE

1. Coaches are eligible to receive longevity pay as outlined below. Longevity pay will only accrue with experience gained in the Manhattan School District. Longevity will only be earned with experience gained in the same activity.

2. a) Coaches in a Tier 1 or Tier 2 position will earn $100 for each completed year of experience as defined below in B.3. The longevity incentive will cap at six years of experience.
   b) Coaches in a Tier 3 position will earn $50 for each completed year of experience as defined below in B.3. The longevity incentive will cap at six years of experience.

3. Head coaching experience in Tier 1 or Tier 2 will count towards longevity at any level. Assistant coaching experience in Tier 1 or Tier 2 will count towards longevity in that position or any position in Tier 3. Head coaching experience in Tier 3 will count towards longevity only in Tier 3 positions. Assistant coaching experience in Tier 3 will only count towards longevity in that position.

4. Coaches in a Tier 4 position are not eligible to receive longevity pay.

5. The Athletic Director will confirm the years of experience.

ARTICLE XIV

Benefits

14.1 Health Insurance

It is understood by and between the parties, that this group health insurance plan and employer contributions toward the cost of the plan, are made available as a group benefit to participating employees and their dependents. The employee entitlement is to the benefits offered by participation in the plan, and not to any dollar amount.

A. A comprehensive major medical insurance program is provided for each 0.5 FTE – 1.0 FTE teacher and his/her dependents
B. The cost of this program for each employee and his/her dependents shall be borne by the school district, with the monthly premium not to exceed the following amounts: Single - $668.55-$793.68 / two party - $1,123.00 / parent/child(ren) - $1,075.00 / family - $1,370.00.
C. Each eligible employee will be given the opportunity to participate in the Flexible Compensation Plan. The cost of setting up and administering this program will be borne by the school district.
D. The union will appoint one member of the current gaining team to serve on the Insurance Committee.

14.2 Mutual Selection of Carriers

All insurance program carriers shall be mutually selected after program specifications have been agreed to through the negotiating process, as per state statute 2-18-702 and 2-18-703.

14.3 Continuity of Coverage

All insurance coverage under this article shall remain in force during the life of this Agreement and until a successor agreement has been ratified.

14.4 Retired Teacher Benefits

Retired teachers shall be eligible to continue participation in the district group insurance programs, as provided by M.C.A. 2-18-704. It shall be the responsibility of said teacher to make appropriate arrangements with the district office to pay to the school district the monthly premiums in advance of the premium due dates.

14.5 Enrollment/Discontinuation of Health Benefits

Under normal circumstances, teachers who are new to the district will be enrolled in the group insurance plan on September 1st.

The school district will continue district insurance contributions up to September 1st for teachers who leave the school district at the end of the school year. Teachers who choose to leave the school district prior to the end of the school year, or are terminated by the district prior to the end of the school year become ineligible for district insurance contribution thirty (30) days from the date of notification/termination. Teachers who are excused from their contract in good standing prior to the end of the school year will be eligible to receive the district contribution for ninety (90) days from the date of the last date of work in the district.

As provided by state and/or federal regulations, any teacher leaving the system or being terminated may elect to continue participation in the group health insurance program after the above timelines provided he/she pays the entire premium for such coverage commencing with the next month's premium. It shall be the responsibility of said teacher to make the appropriate arrangements with the district business office to pay the school district in advance of the premium due dates.

14.6 Early Retirement Payment

Upon retirement, teachers shall receive a payment equal to thirty-five percent (35%) of their final year's salary. Notification of intent to retire and the option chosen must be submitted in writing to the superintendent's office by March 1 of the school year preceding the employee's final teaching year. The letter of intent to retire may be retracted by the employee before July 1 of the same year it was submitted. The letter of intent to retire cannot be retracted on or after July 1 of the same year submitted by the employee without review and consideration by a committee of the superintendent, a board member, and a gaining member. This payment is for early retirement and will be available in the twenty-fifth (25) through thirtieth (30) years only. If a teacher has fractions of teaching years, those fractions will be rounded up or down dependent upon the fraction. (Over ½ is rounded up and under ½ is rounded down.) This payment is available only to teachers who have spent five (5) years in the Manhattan School System.

A. Option 1: Early Retirement Payments and Accumulated Leave Payment will be paid by June 30th of the year of retirement.
B. Option 2: Early Retirement Payments and Accumulated Leave Payment will be paid after January 1, and before January 15, of the school year following the school year in which the teacher retires.

14.7 Accumulated Leave Payment

A lump sum of twenty (20) percent of accumulative sick leave and discretionary leave, based upon the daily rate of 1/166 of the final year's teaching contract, will be paid to teachers upon termination. Teachers under contract for the upcoming school year will forfeit the accumulated leave payment if a resignation is received after July 1.

Teachers who choose to leave the district prior to the end of the school year, or are terminated by the district prior to the end of the school year are ineligible to receive accumulated leave pay.

ARTICLE XV

Effect of Agreement

15.1 Effect

This agreement constitutes the full and complete agreement between the School Board and the Association. The provisions herein relating to salary, hours, fringe benefits, and other terms and conditions or employment supersede any and all prior agreements, resolutions, practices, rules, or regulations concerning salary, hours, fringe benefits and other terms and conditions for employment consistent with these provisions.

15.2 Changes of Agreement

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

15.3 Severability

Should any article, section or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause. If such provisions exist which are contrary to Montana or Federal law, at the request of either party, negotiations and agreements shall be reached in order to alter said section(s).

15.4 Duplication and Distribution

Copies of the Agreement shall be printed at the expense of the board within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed, hereafter employed or considered for employment by the Board.

ARTICLE XVI

Term/Re-opener

16.1 Effective Period

This Agreement shall be effective as of July 1, 2026, and shall continue in full force until June 30, 2027.

16.2 Renewal and Re-Opening of Agreement

Said agreement will automatically be renewed and continued in force and effect for additional periods of one year unless the Association gives notice to the Board and the Board gives notice to the Association not later than February 1st prior to the aforesaid expiration date anniversary thereof, of its desire to reopen certain provisions of the agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions. The notice to reopen shall name these provisions. This contract can be reopened by either party for the 2026 - 2027 school year if state funding or health insurance premiums change.

This Agreement is signed June 9, 2026
Date

IN WITNESS THEREOF:

For the Manhattan Education Association	For the Board of Trustees School District #3
Doug O'Brien President	Robert Brownell Chairman
Amanda Priquette Secretary	Courtney Overbaugh Clerk

APPENDIX A

GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

School _____ Subject Area or Grade _____

1. Date Grievance Occurred _____

2. Statement of Grievance:

3. Action or Relief Sought:

_____ _____

Signature of Aggrieved Date

LEVEL I.

1. Decision of Principal or Immediate Supervisor:

_____ _____

Signature of Principal or Immediate Supervisor Date

2. Aggrieved Person's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of the grievance procedure.

_____ _____

Signature of Aggrieved Date

LEVEL II.

1. Date Received by Superintendent or Designee_____

2. Decision of Superintendent or Designee:

_____ _____
Signature of Superintendent or Designee Date

3. Aggrieved Person's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of the grievance procedure.

_____ _____
Signature of Aggrieved Date

LEVEL III.

1. Date Submitted to the Board of Trustees _____

2. Disposition and Award of the Board of Trustees:

_____ _____

Signature of the Chairman of the Board Date